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COUNTY LEGISLATIVE BODY

August 22, 1995

BE IT REMEMBERED That the Fayette County Legislative Body was in regular session at the Courthouse in Somerville, Tennessee on the 22nd day of August, 1995, same being the fourth Tuesday in said month.

Present and presiding the Honorable Jim Voss, also present; Dell T. Graham, County Clerk, and the following County Commissioners: John W. Arnett, Charles D. Brewer, Sr., Odis Cox, Thomas H. Fowler, Willie L. German, Jr., Ronald R. Harris, William Hayslett, David Kelley, Alonzo Motman, Sr., Calvin Moore, Jr., David Morris, Claude D. Oglesby, Jr., Hollis O. Robison, J. M. Sullivan, Jr., Rhea "Skip" Taylor, Wayne Thomas, Gordon Tomlin, Myles Wilson and Allen Yancey, Jr.

With a quorum being present, the following proceedings were heard and entered of record, to-wit:

Motion was made by Commissioner Moore, seconded by Commissioner Hayslett, and unanimously carried by the Board approving the minutes of the July 1995 meeting of this County Legislative Body.

The rezoning request of Terry W. Westbrook included on the docket had been withdrawn.

Commissioner Morris presented the following Resolution concerning a speed limit in Civil District 11 on Clement Drive and Clement Cove:

RESOLUTION

BE IT RESOLVED, by the Board of County Commissioners and/or County Legislative Body of Fayette County, Tennessee, in regular session assembled on this 22nd day of August, 1995, it being the fourth Tuesday of said month and the regular monthly meeting date of the August term of said County Legislative Body, in the Courthouse at Somerville, Tennessee, that pursuant to the provisions of Chapter No. 357 of the Private Acts of Tennessee 1967-68, and amended thereto, it shall be unlawful for any person to operate or drive a motor vehicle in excess of thirty (30) miles per hour on Clement Drive and Clement Cove, beginning at Good Springs Loop, to dead end, in their entirety, located in the 11th Civil District of Fayette County, Tennessee, for a distance of approximately one and one-half miles; and

BE IT FURTHER RESOLVED, that any person violating the provisions of this Resolution shall be guilty of a misdemeanor and punished accordingly.

Motion for adoption of this Resolution was made by Commissioner Moorman, seconded by Commissioner Oglesby, and unanimously carried by the Board.

Motion was made by Commissioner Kelley, seconded by Commissioner Moore, and unanimously carried by the Board appointing the following as Notaries Public: District 1: Priscilla P. Langdon; District 8: Donnie W. Culver, Jr., District 14: Christi Cannon and Barbara Rupprecht.

Combined Summary Financial Statement for the period April 1, 1995 through June 30, 1995 ; and the Combined Schedule of Bonds and Notes Payable was presented and filed.

Annual Financial Reports of Constitutional Officials of the following offices were presented and filed: Office of Clerk & Master; Office of Register, Office of County Clerk, Office of Circuit Court Clerk, Office of General Sessions Court and Office of Trustee.

Chairman Voss commended Sheriff Kelley and his help on their work on the Dog Pound facility.

Reports from the Board of Education, Board of Public Works, Library Board, Ambulance Service, Fayette County Committee on Aging and the General Sessions Court were presented and filed.

Sheriff Kelley advised that the Annual Financial Report from his department would be submitted for filing within the next few days.

Reports from the Planning Commission, Juvenile Court and Emergency Management were received and filed.

Commissioner Sullivan advised that a weight limit sign would be erected at the intersection of Hwy. 70 and McKnight Loop. The 10T limit sign is to be set up within the next five days and will be enforced five days after installation..

Report from the Education Committee was called for, but none presented.

Commissioner Tomlin, Chairman of the Health & Welfare Committee, addressed the Board with information concerning the Methodist Hospital of Fayette. He advised that his committee had recommended that the Hospital be audited with the auditor being selected by the County; that the County be responsible to the Hospital for the amount of \$135,000.00 at the rate of 1/12 of this amount per month beginning September 1, 1995 and ending July 31, 1996.

Motion was made by Commissioner Robison, seconded by Commissioner Sullivan, and unanimously carried by the Board accepting the recommendation of the Health & Welfare Committee.

Reports from the Criminal Justice and Public Safety Committee and the Budget Committee were called for, but none available.

Motion was made by Commissioner Tomlin, seconded by Commissioner Brewer, and unanimously carried by the Board approving the following Lease Agreement with Morris Rental Properties for the Fayette County Agricultural Extension Service:

LEASE AGREEMENT

THIS LEASE made and entered into on this 1st day of July, 1995, by and between MORRIS RENTAL PROPERTIES, hereinafter referred to as LESSORS; and FAYETTE COUNTY, TENNESSEE, hereinafter referred to as LESSEE, for the use and benefit of THE AGRICULTURAL EXTENSION SERVICE.

For and in consideration of the covenants and agreements hereinafter set out and in further consideration of the mutual promises and agreements between the Lessors and Lessee hereto, the Lessors covenant and agree to rent to the Lessee, for the period and upon the terms hereinafter set out the following described office space:

1. That certain office of approximately 2336 square feet of space located at 302-B Midland, Somerville, Tennessee, 38068.
2. To have and to hold said premises for the term beginning July 1st, 1995, and continuing through June 30th, 1996.
3. The rental for said property shall be Five Hundred Ninety and no/100 (\$590.00) Dollars per month, said rent being payable in advance. All utilities are to be paid by Lessee.
4. Should any of the premises, during the existence of this lease be destroyed or substantially damaged by fire so as to render it unfit for occupancy, this contract at the option of the Lessors and/or Lessee may be terminated. If the lease is not terminated, the Lessee shall be given credit for the rent for the necessary time for repairs, while the building is unfit to use.
5. All taxes, and maintenance to the exterior of the building are to be paid for by the Lessors. The Lessors will maintain in good condition and repair the roof, walls and foundation of the building. The Lessee shall carry adequate liability insurance to

protect the Lessors for any claims and may carry fire and extended coverage insurance as it deems advisable to cover its personal property. The Lessors shall carry other insurance as it deems advisable including fire and extended coverage covering the building.

6. Handicap ramp will be installed by Lessors with designated parking space in close proximity.
7. In the event there is a transferral of the ownership of the property, and the new owner needs the premises vacated, the Lessee will vacate within one hundred twenty (120) days after notification.
8. The Lessee is hereby granted an option to renew this lease for an additional twelve (12) months under terms, and conditions agreeable to Lessors and Lessee.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and the Lessee has caused this instrument to be executed by its proper officials the day and year first above written.

Motion was made by Commissioner Oglesby, seconded by Commissioner Kelley and unanimously carried by the Board approving the following Lease Agreement with Morris Rental Properties for Fayette County Soil Conservation from July 1, 1995 through January 30, 1996:

LEASE AGREEMENT

THIS LEASE made and entered into on this 1st day of July, 1995, by and between MORRIS RENTAL PROPERTIES, hereinafter referred to as LESSORS, and FAYETTE COUNTY, TENNESSEE, hereinafter referred to as LESSEE, for the use and benefit of THE SOIL CONSERVATION DISTRICT.

For and in consideration of the covenants and agreements hereinafter set out and in further consideration of the mutual promises and agreements between the Lessors and Lessee hereto, the Lessors covenant and agree to rent to the Lessee, for the period and upon the terms hereinafter set out the following described office space:

1. That certain office of approximately 1350 square feet of space located at 302-C Midland, Somerville, Tennessee, 38068.
2. To have and to hold said premises for the term beginning July 1st, 1995, and continuing through January 30th, 1996.
3. The rental for said property shall be Three Hundred Ninety and no/100 (\$390.00) Dollars per month, said rent being payable in advance. All utilities are to be paid by Lessee.
4. Should any of the premises, during the existence of this lease be destroyed or substantially damaged by fire so as to render it unfit for occupancy, this contract at the option of the Lessors and/or Lessee may be terminated. If the lease is not terminated, the Lessee shall be given credit for the rent for the necessary time for repairs, while the building is unfit to use.
5. All taxes, and maintenance to the exterior of the building are to be paid for by the Lessors. The Lessors will maintain in good condition and repair the roof, walls and foundation of the building. The Lessee shall carry adequate liability insurance to protect the Lessors for any claims and may carry fire and extended coverage insurance as it deems advisable to cover its personal property. The Lessors shall carry other insurance as it deems advisable including fire and extended coverage covering the building.
6. Handicap ramp will be installed by Lessors with designated parking space in close proximity.
7. In the event there is a transferral of the ownership of the property, and the new owner needs the premises vacated, the Lessee will vacate within one hundred twenty (120) days after notification.
8. The Lessee is hereby granted an option to renew this lease for an additional twelve (12) months under terms, and conditions agreeable to Lessors and Lessee.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and the Lessee has caused this instrument to be executed by its proper officials the day and year first above written.

Motion was made by Comrossioner Wilson, seconded by Commissioner Robison, and unanimously carried by the Board approving the following Lease Agreement with Harlan Pulliam, et ux for use by Fayette County Election Office:

LEASE AGREEMENT

THIS LEASE made and entered into on this 1st day of July, 1995, by and between HARLAN PULLIAN, ET UX, MARY E. PULLIAN; hereinafter referred to as LESSORS, and FAYETTE COUNTY, TENNESSEE, hereinafter referred to as LESSEE.

For and in consideration to the covenants and agreements hereinafter set out and in further consideration of the mutual promises and agreements between the Lessors and Lessee hereto, the Lessors covenant and agree to rent to the Lessee, for the period and upon the terms hereinafter set out the following described office space:

1. That certain office of approximately 1600 square feet of space located at 13080 N. Main Street, Somerville, Tennessee, 38068.
2. To have and to hold said premises for the term beginning July 1st, 1995, and continuing through June 30th, 1996.
3. The rental for said property shall be Five Hundred (\$500.00) Dollars per month, said rent being payable in advance. All utilities are to be paid by Lessee.
4. Should any of the premises, during the existance of this lease be destroyed or substantially damaged by fire so as to render it unfit for occupancy, this contract at the option of the Lessors and/or Lessee may be terminated. If the lease is not terminated, the Lessee shall be given credit for the rent for the necessary time for repairs, while the building is unfit to use.
5. All taxes, and maintenance to the exterior of the buidling are to be paid for by the Lessors. The Lessors will maintain in good condition and repair the roof, walls and foundation of the building. The Lessee shall carry adequate Liability insurance to protect the Lessors for any claims caused by the negligence of the Lessee, and may carry fire and extended coverage insurance as it deems advisable to cover its personal property. The Lessors shall carry other insurance as it deems advisable including fire and extended coverage covering the building.

7. The Lessee is hereby granted an option to renew this lease for an additional twelve (12) months under terms, and conditions agreeable to Lessors and Lessee.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and the Lessee has caused this instrument to be executed by its proper officials the day and year first above written.

Motion was made by Commissioner Kelley, seconded by Commissioner Oglesby, and unanimously carried by the Board approving the purchasing requests of State and Federal surplus property by various departments as follows: SHERIFF'S DEPARTMENT - Bill Kelley, Sheriff and Dennis Cheairs, Director Drug Task Force; SUPERINTENDENT OF HIGHWAYS - Erwin Kee, Superintendent and Wayne Burch, Highway Department; OFFICE OF COUNTY EXECUTIVE - Jim Voss, County Executive and Van Hailey, County Executive's Office; SUPERINTENDENT OF EDUCATION - Milton Holt, Transportation and Ed Dennison, Maintenance. (Request to Qualify on file)

Thereupon, court adjourned.

JIM VOSS - COUNTY EXECUTIVE
CHAIRMAN

ATTEST:

Dell T. Graham, County Clerk